

**TRANSMITTAL AND NOTICE OF APPROVAL OF  
STATE PLAN MATERIAL**  
FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 1 — 0 3 1

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL  
SECURITY ACT (MEDICAID)TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2001

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 01 \$ 5

b. FFY 02 \$ 15

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement to Attachment 4.16-A,  
pages 1 through 99. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION  
OR ATTACHMENT (If Applicable):Supplement 18 to Attachment 4.16-A,  
pages 1 through 7 (MS-00-16)

10. SUBJECT OF AMENDMENT:

Renewal of agreement with University of Iowa Hospitals for premature birth prevention  
project

11. GOVERNOR'S REVIEW (Check One):

- ☒
- GOVERNOR'S OFFICE REPORTED NO COMMENT
- 
- ☐
- COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
- 
- ☐
- NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

September 6, 2001 9-5-01

16. RETURN TO:

Director  
Department of Human Services  
Hoover State Office Building  
Des Moines, IA 50319-0114

## FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

09/06/01

18. DATE APPROVED:

OCT 31 2001

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 01 2001

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Nanette Foster Reilly

22. TITLE:

Acting ARA for Medicaid &amp; State Operations

23. REMARKS:

cc:  
Rasmussen  
Anderson  
CO

SPA CONTROL

Date Submitted: 09/05/01

Date Received: 09/10/01

INTERAGENCY AGREEMENT  
BETWEEN THE  
IOWA DEPARTMENT OF HUMAN SERVICES  
AND  
UNIVERSITY OF IOWA HOSPITALS & CLINICS  
DEPARTMENT OF OBSTETRICS & GYNECOLOGY

July 1, 2001

through

June 30, 2002

TN No. MS-01-31  
Supersedes TN No. MS-00-16

Approval Date OCT 01 2001  
Effective Date JUL 01 2001

**IOWA DEPARTMENT OF HUMAN SERVICES**  
**Division of Medical Services**  
**and**  
**UNIVERSITY OF IOWA HOSPITALS AND CLINICS**  
**Department of Obstetrics and Gynecology**  
  
**INTERAGENCY COOPERATIVE AGREEMENT**

**1.0 IDENTITY OF PARTIES**

- A. The State of Iowa, Department of Human Services, (referred to in this document as the "Department") is the issuing agency for this Agreement. The Department's address is: Hoover Building, 1305 East Walnut, Des Moines, Iowa 50309, .
- B. The University of Iowa Hospitals and Clinics, Department of Obstetrics and Gynecology (referred to in this document as "U of I") is the entity entering into this Agreement to provide the products and or services defined in Section 4 below. The address of the U of I is: 2 Gillmore Hall, Iowa City, Iowa 52242-1320.

**2.0 DURATION OF AGREEMENT**

The term of this Agreement shall be July 1, 200<sup>1</sup>~~2~~ through June 30, 200<sup>2</sup>~~1~~, unless terminated earlier in accordance with Section 7 of this Agreement.

*BK*  
*DA*

**3.0 PURPOSE**

The purpose of this Agreement is to prevent a portion of premature births and the short and long term morbidity and mortality attendant thereto by the identification of potentially correctable factors through a comprehensive physical, radiographic and cervical evaluation carried out following early preterm birth (less than 35 weeks gestation) or late spontaneous abortion (second trimester).

A woman who delivers prematurely has been found in various studies to have a risk of 15-30 percent of preterm birth in a subsequent pregnancy, a rate three to six times that of the general

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population. Despite this association, few women who deliver prematurely are comprehensively evaluated to identify factors, which may decrease this risk in a subsequent pregnancy.

#### 4.0 SCOPE OF SERVICES

The U of I shall provide the following services as an independent contractor. The U of I's duties shall include, but not be limited to, the following.

The U of I shall:

1. Identify and recruit project participants from within the University of Iowa Hospitals and Clinics and the private sector. Special attention, project information, and education of referral entities will be focused on obstetricians practicing at the Level II centers. Obstetricians practicing in Level II and III centers attend deliveries of women at less than 33-week gestation. They are educated regarding the availability of the service.
2. Target the population of women giving birth to singleton infants prior to 32 weeks gestation who deliver as a result of spontaneous labor with or without vaginal bleeding or ruptured membranes.
3. Target the population of women who are low income, medically indigent, or unemployed.
4. Maintain contact with all potential participants so evaluations can be performed prior to subsequent pregnancies.
5. Assist the participants with transportation and associated costs.
6. Arrange the diagnostic testing and physical examinations, coordinate scheduling, and risk tracking.
7. Educate the participants about the risk factors contributing to premature birth and the results of the participant's physical assessment.
8. Communicate with the referring physician on the progress of the participants and evaluate and provide therapy recommendations prior to or during a subsequent pregnancy.
9. Maintain contact with participants to reinforce the health education and to encourage early and comprehensive prenatal care for subsequent pregnancies.
10. Account for the activities of staff providing Medicaid administration in accordance with the provision of OMB Circular A 87 and 45 CFR Part 74.

11. Provide the state matching funds for these administrative activities.
12. Provide DHS with a written cost allocation plan with the annual report.
13. Submit to DHS, on a quarterly basis, the expenditures for the previous quarter. These claims shall be submitted within thirty (30) days prior to the end of the quarter.
14. Maintain and make available appropriate documentation for expenditures and audit trail by retaining all appropriate records and documents for a period of not less than five years after the claim revision; or if an audit is in process, five years after completion of the audit.
15. Upon request, assist DHS in responding to any audit exception from HCFA.
16. Submit to DHS an annual written report of program activities by August 31, 2001. 

The DHS shall:

1. Establish the records necessary to fulfill the requirements of this Agreement.
2. DHS shall claim a federal match for the funds expended for the administrative activities and remit this match to the U of I subject to HCFA approval.

## 5.0 BUDGET

|                           | <u>Total</u>   | <u>Non-Federal</u> | <u>Federal</u> |
|---------------------------|----------------|--------------------|----------------|
| Administrator (.1 FTE)    | 26,200         | 13,100             | 13,100         |
| Nurse Clinician (0.6 FTE) | 38,100         | 5,256              | 32,844         |
| Secretary (0.1 FTE)       | 3,700          | 1,850              | 1,850          |
| Travel                    | 6,000          | 3,000              | 3,000          |
| Supplies-phone            | <u>2,400</u>   | <u>1,200</u>       | <u>1,200</u>   |
| Direct Costs              | 76,400         | 24,406             | 51,994         |
| Indirect Costs            | 35,908 47%     | 31,748             | 4,160 8%       |
| Total Program Costs -     | <u>112,308</u> | <u>56,154</u>      | <u>56,154</u>  |
| Medicaid %-35%            |                |                    |                |
| Total Claimable Costs     | \$39,308       | \$19,654           | \$19,654       |

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## **6.0 COMPENSATION**

The U of I will be paid for the services described in Section 4.0 a fee not to exceed \$19,654 for the Agreement period. This shall be the total compensation paid to the U of I. The U of I shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement. The U of I will be reimbursed, at the rates authorized by the University of Iowa travel policy, for authorized expenses incurred in the course of traveling authorized by, and on behalf of the State.

The U of I shall submit an invoice to the Department for goods and services rendered. The invoices shall be submitted to the Department with appropriate itemization as necessary to support all charges included on the invoice. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in less than sixty (60) days, as provided in Iowa Code Section 421.40. Claims shall be submitted to:

Sally Nadolsky  
Department of Human Services  
Hoover State Office Building  
Des Moines, IA 50319

## **7.0 TERMINATION UPON NOTICE**

Either party may terminate this Agreement, without penalty or incurring of further obligation, upon 60 days' written notice. The U of I shall be entitled to compensation for services or goods provided prior to and including the termination date

## **8.0 PROHIBITION AGAINST USING FUNDS FOR LOBBYING.**

The U of I covenants that funds provided under this Agreement shall not be used for purposes related to lobbying State or Federal elected officials.

## **9.0 SUSPENSION AND DEBARMENT.**

The U of I certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

## **10.0 TOBACCO SMOKE**

Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development

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services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, Agreement, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity

### **11.0 Confidentiality**

DHS and the U of I shall comply with all applicable federal and state laws and regulations regarding maintaining the confidentiality of all client records and the information contained therein. DHS and the U of I agree to obtain written consent from the client, provider, and/or other authorized representative for the release of information to any individual or entity not associated with the administration of the program.

### **12.0 AGREEMENT ADMINISTRATION**

- A. **Independent contractor.** The status of the U of I, and all subcontractors, shall be that of an independent contractor. The Department shall not provide the U of I with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the U of I nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave. Neither the U of I nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department shall not withhold taxes on behalf of the U of I (unless required by law). The U of I shall be responsible for payment of all taxes, fees and charges when due.
- B. **Compliance with Equal Employment and Affirmative Action Provisions.** The U of I shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action, Rehabilitation Act of 1973, Americans with Disabilities Act, and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.
- C. **Compliance with Laws and Regulations.** The U of I, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The U of I, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- D. **Authorization.** Each party to this Agreement represents and warrants to the other that:
  - 1. It has the right, power and authority to enter into and perform its obligations under this Agreement.

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2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- E. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- F. **Choice of Law and Forum.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in an appropriate Iowa forum.
- G. **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent party contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Agreement. If the U of I is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.
- H. **Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the U of I shall be considered an assignment.
- I. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.
- J. **Confidentiality.** Information of the Department, which identifies clients and services, is confidential in nature. The U of I and its employees, agents and subcontractor shall be allowed access to such information only as needed for performance of their duties related to the Agreement. U of I shall not use confidential information for any purpose other than carrying out U of I's obligations under this Agreement. The U of I shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The U of I may be held civilly or criminally liable for improper disclosure. U of I shall promptly notify the Department of any request for disclosure of confidential information received by the U of I.
- K. **Records Retention and Access.** The U of I shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit begun



during the aforementioned five years, whichever is later. Records to be maintained include both financial records and service records. The U of I shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the U of I relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Agreement, wherever such records may be located.

L. **Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

M. **United States Department of Health and Human Services (HHS) Contingency.** This Agreement may be subject to approval, review, and modification by the United States Department of Health and Human Services (HHS). The U of I agrees to make all good faith efforts to comply with such requirements determined necessary by HHS.

N. **Health Insurance Portability and Accountability Act of 1996.** The <sup>U of I</sup> IDPH shall comply with the security of medical data provisions of the Health Insurance Portability and Accountability Act of 1996 and the accompanying regulations when final. The proposed regulations are published in the Federal Register, Volume 63, pages 43242 through 43280 dated August 12, 1998. The final regulations will be codified at 45 CFR Part 142. BX SPW

The <sup>U of I</sup> IDPH shall comply with the privacy of medical data provisions of the Health Insurance Portability and Accountability act of 1996 and the final regulations published in the Federal Register, Volume 65, pages 82462 through 82829, dated December 28, 2000. The final regulations will be codified at 45 CFR Parts 160 and 164. BX SPW

The <sup>U of I</sup> IDPH shall perform electronic transactions in compliance with the Health Insurance Portability and Accountability Act of 1996, and the final regulations published in the Federal Register, Volume 65, pages 50312 through 50371, dated August 17, 2000. The final regulations will be codified at 45 CFR Part 160 and 162. BX SPW

### 13.0. AGREEMENT CONTACTS

The contact persons for this Agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management, and Katherine Walden, University of Iowa.


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#### 14.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

#### U of I, Department of Obstetrics and Gynecology

By:  Date: 7-19-01

Name: Name: Brian Harvey,  
Title: Assistant Vice President for Research and Director of Sponsored Programs

By:  Date: 7/13/01

Name Frank J. Zlatnik, M.D.

Federal Tax Identification Number: 42-6004813

#### State of Iowa, The Department of Human Services

By:  Date: 7-11-01

Name Jessie K. Rasmussen

Title: Director

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